

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): TELEPHONE NO.: 650-428-3900 KENNETH R. VAN VLECK - SBN 168313 GCA LAW PARTNERS LLP 2570 W. EL CAMINO REAL, SUITE 400 MOUNTAIN VIEW, CA 94040 Email: Kvanvleck@gcalaw.com ATTORNEY FOR LIEN CLAIMANT: BELL INVESTMENT PARTNERS, LLC	FOR COURT USE ONLY
NAME OF COURT: UNITED STATES DISTRICT COURT - NORTHERN DISTRICT STREET ADDRESS: 280 South 1st Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: San Jose Division	
PLAINTIFF: Vahe Tashjian DEFENDANT: Planet Home Lending, LLC et al	
NOTICE OF LIEN (Attachment—Enforcement of Judgment)	CASE NUMBER: 5:20-cv-08816

ALL PARTIES IN THIS ACTION ARE NOTIFIED THAT

1. A lien is created by this notice under
 - a. ☐ Article 3 (commencing with section 491.410) of Chapter 11 of Title 6.5 of Part 2 of the Code of Civil Procedure.
 - b. ☒ Article 5 (commencing with section 708.410) of Chapter 6 of Title 9 of Part 2 of the Code of Civil Procedure.
2. The lien is based on a
 - a. ☐ right to attach order and an order permitting the creation of a lien (copies attached).
 - b. ☒ money judgment.
3. The right to attach order or the money judgment is entered in the following action:
 - a. Title of court (*specify*): SANTA CLARA COUNTY SUPERIOR COURT
 - b. Name of case (*specify*): BELL INVESTMENT PARTNERS, LLC v. DD STONEBROOK DRIVE, LLC ET AL.
 - c. Number of case (*specify*): 20CV375154
 - d. ☒ Date of entry of judgment (*specify*): July 14, 2021
 - e. ☐ Dates of renewal of judgment (*specify*):
4. The name and address of the judgment creditor or person who obtained the right to attach order are (*specify*):
BELL INVESTMENT PARTNERS, LLC - 444 First Street, Ste B, Los Altos, CA 94022
5. The name and last known address of the judgment debtor or person whose property is subject to the right to attach order are (*specify*):
Dutchints Development, LLC 336 Walker Dr. Mountain View, CA 94043 and Vahe Tashjian 901 Loyola Dr. Los Altos, CA 94024
6. The amount required to satisfy the judgment creditor's money judgment or to secure the amount to be secured by the attachment at the time this notice of lien is filed is
\$ 2,286,372.4
7. The lien created by this notice attaches to any cause of action of the person named in item 5 that is the subject of this action or proceeding and to that person's rights to money or property under any judgment subsequently procured in this action or proceeding.
8. No compromise, dismissal, settlement, or satisfaction of this action or proceeding or any of the rights of the person named in item 5 to money or property under any judgment procured in this action or proceeding may be entered into by or on behalf of that person, and that person may not enforce any rights to money or property under any judgment procured in this action or proceeding by a writ or otherwise, unless one of the following requirements is satisfied:
 - a. the prior approval by order of the court in this action or proceeding has been obtained;
 - b. the written consent of the person named in item 4 has been obtained or that person has released the lien; or
 - c. the money judgment of the person named in item 4 has been satisfied.

NOTICE The person named in item 5 may claim an exemption for all or any portion of the money or property within 30 days after receiving notice of the creation of the lien. The exemption is waived if it is not claimed in time.

Date: 8/03/2021

Kenneth R. Van Vleck

(TYPE OR PRINT NAME)


 (SIGNATURE OF LIEN CLAIMANT OR ATTORNEY)

JUDGMENT – JULY 14, 2021

1 KENNETH R. VAN VLECK, State Bar No. 168313
2 JAMES L. JACOBS, State Bar No. 158277
3 GCA LAW PARTNERS LLP
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6 Attorneys for Plaintiff BELL
7 INVESTMENT PARTNERS, LLC

Filed
July 14, 2021
Clerk of the Court
Superior Court of CA
County of Santa Clara
20CV375154
By: fmiller

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 IN AND FOR THE COUNTY OF SANTA CLARA
11 UNLIMITED JURISDICTION

12 BELL INVESTMENT PARTNERS, LLC,
13 a California Limited Liability Company,

14 Plaintiff,

15 vs.

16 DD STONEBROOK DRIVE, LLC, a
California Limited Liability Company;
17 DUTCHINTS DEVELOPMENT LLC, a
California Limited Liability Company;
18 VAHE TASHJIAN, an individual, FIRST
REPUBLIC BANK, a California
19 corporation, and, DOES 1 - 20 inclusive,

20 Defendants.
21

No. 20CV375154

**~~[PROPOSED]~~ FINAL JUDGMENT
AFTER SETTLEMENT**

[Cal. Code of Civil Proc. § 664.6]

Judge: Drew Takaichi
Dept.: 02

22 Plaintiff BELL INVESTMENT PARTNERS, LLC ("Bell") moved for
23 judgment under Code of Civil Proc. § 664.6 based on a written settlement
24 agreement. The matter came on for hearing on May 27, 2021, the Honorable Drew
25 Takaichi presiding. The Court reviewed and considered the evidence and oral and
26 written arguments presented to the Court, and, on May 27, 2021, granted
27 Plaintiff's Motion for judgment.
28

1 Plaintiff Bell has dismissed DEFENDANTS FIRST REPUBLIC BANK AND
2 DOES 1 – 20 inclusive.

3 JUDGMENT is hereby entered for Plaintiff Bell and against DEFENDANTS
4 DD STONEBROOK DRIVE, LLC, a California Limited Liability Company;
5 DUTCHINTS DEVELOPMENT LLC, a California Limited Liability Company; and
6 VAHE TASHJIAN, an individual (collectively “Defendants”).

7 Judgment for Plaintiff Bell Investment Properties, LLC under the
8 settlement agreement, which required:

9 Defendants shall pay to Bell Two Million Two Hundred Fifty Thousand
10 Dollars (\$2,250,000). Defendants have paid \$ 270,237.60 toward this settlement.

11 Defendants shall assign to Bell (or Bell’s nominee) all of Defendants’ rights,
12 title and interest in Vera Avenue RC LLC, a California limited liability company
13 (“**Vera LLC**”), and DD Warburton Group LLC, a California limited liability
14 company (“**Warburton LLC**”). Defendants have performed this obligation by
15 transference of the interests.

16 Further under the settlement agreement, and for sixty (60) days after the
17 Effective Date, the Parties shall negotiate in good faith (two) construction
18 contracts under which Dutchints Builders Group Inc. shall construct the Vera
19 Project and the Warburton Project, respectively. During such 60-day period, Bell,
20 or any of its members, may negotiate on behalf of Vera LLC and/or Warburton
21 LLC with any other party to construct the Vera Project and/or the Warburton
22 Project. If the Parties enter into such construction contracts, Dutchints Builders
23 Group Inc. shall construct the Vera Project and/or Warburton Project under the
24 terms thereof. If the parties fail to come to an agreement regarding such
25 construction contracts within such 60-day period, Vera LLC and Warburton LLC
26 may immediately thereafter enter into construction contracts for the Vera Project
27 and/or Warburton Project with third parties. By the date which is one (1) business
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1 day after the Effective Date, Bell shall deliver to Dutchints a copy of the most
2 current budgets for the Warburton Project and the Vera Project.

3 Plaintiff Bell performed by delivery of the most current budgets for the
4 Warburton Project and the Vera Project to Vahe Tashjian within 1 day of execution
5 of the settlement agreement. The Defendants did not engage in negotiations
6 regarding the proposed construction projects and no construction agreements
7 were proposed or executed. Over 60 days has passed since execution of the
8 settlement agreement, and this settlement obligation is moot.

9 **Total judgment** for PLAINTIFF BELL INVESTMENT PARTNERS, LLC
10 and jointly and severally against DEFENDANTS DD STONEBROOK DRIVE, LLC,
11 a California Limited Liability Company; DUTCHINTS DEVELOPMENT LLC, a
12 California Limited Liability Company; and VAHE TASHJIAN, an individual:
13 \$2,279,762.40, after credit for \$270,237.60 paid.

14 Plaintiff Bell may have prevailing party attorney's fees of \$6,550 and costs
15 of \$60 as allowed by contract or statute.

16 Judgment with fees and costs is \$2,286,372.40.

17 JUDGMENT IS SO ENTERED.

18 Dated: July 14, 2021, 2021

Signed: 7/14/2021 03:36 PM

19 By *Drew Takaichi*
20 Honorable Drew Takaichi
21 Judge of the Superior Court

22 THE FOREGOING INSTRUMENT IS
23 A CORRECT COPY OF THE ORIGINAL
24 ON FILE IN THIS OFFICE

JUL 26 2021

JUL 26 2021

25 Clerk of the Court
26 SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CLARA

27 BY *K. Kudo* DEPUTY

28 K. Kudo



PROOF OF SERVICE

I am employed in the County of Santa Clara, State of California. I am over the age of 18 and not a party to the within action. My business address is 2570 W. El Camino Real, Suite 400, Mountain View, CA 94040. My email address is: ternst@gcalaw.com.

On August 4, 2021, I served the foregoing documents described below:

- NOTICE OF LIEN

[X] (ELECTRONIC MAIL)

Based on a court order or an agreement of the parties to accept service by email or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed above or on the attached service list; and

[X] (BY MAIL)

I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed above or on the attached service list. I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this businesses' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am employed in the county where the mailing occurred.

[] (BY OVERNIGHT DELIVERY) By placing a true copy thereof, enclosed in a sealed Federal Express envelope, with delivery charges prepaid, for collection and overnight delivery on the date set forth herein following ordinary business practices, in Federal Express mail, at the offices of GCA Law Partners LLP. I am readily familiar with the business practices of my firm, GCA Law Partners LLP, for the collection and processing of correspondence for overnight mailing with Federal Express and that correspondence is delivered to a Federal Express agent for delivery that same day in the ordinary course of business.

On the parties in this action as follows:

<p>Attorneys for Plaintiff VAHE TASHJIAN</p> <p>Sarah Elizabeth Shapero Shapero Law Firm One Market Street, Spear Tower, 36th Floor San Francisco, CA 94105 (415) 293-7995 (415) 358-4116 (fax) sarah@shaperolawfirm.com</p> <p>VIA EMAIL and MAIL</p>	<p>Attorneys for Defendants PLANET HOME LENDING, LLC, a Connecticut limited liability company; SPROUT MORTGAGE ASSET TRUST, a Delaware corporation; and PRESTIGE DEFAULT SERVICES, LLC</p> <p>Shannon C. Williams, Esq. (SBN 196787) Rachel Witcher, Esq. (SBN 286515) GHIDOTTI BERGER, LLP 1920 Old Tustin Avenue Santa Ana, CA 92705 Tel: (949) 427-2010 Fax: (949) 427-2732 Email: rwitcher@ghidottiberger.com</p> <p>VIA EMAIL and MAIL</p>
<p>Attorneys for Plaintiff, VAHE TASHJIAN</p> <p>Michael Lee Abbott Law Offices of Michael L. Abbott 126 South Third Ave Oakdale, CA 95361 209-844-5633 Email: michaelleeabbott@gmail.com</p>	<p>Attorneys for Defendant, INVICTUS RESIDENTIAL POOLER - 2A, NEW PENN FINANCIAL LLC and SPECIALIZED LOAN SERVICING LLC</p> <p>Pavel Ekmekchyan Yu Mohandesi LLP 633 West Fifth Street, Suite 2800 Los Angeles, CA 90071 213-985-2007 Fax: 213-377-5501 Email: pavel@yumollp.com</p>

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Attorney for Defendants DD Stonebrook Drive, LLC, Dutchints Development LLC, and Vahe Tashjian in Bell Investmets Partners, LLC v. DD Stonebrook Drive, LLC case no.: 20CV375154 Niv V. Davidovich Mark S. Oknyansky DAVIDOVICH STEIN LAW GROUP LLP 6442 Coldwater Canyon Avenue, Suite 209 North Hollywood, California 91606 Phone No.: (818) 661-2420 Fax No.: (818) 301-5131 Niv@DavidovichLaw.com Mark@DavidovichLaw.com VIA EMAIL and MAIL
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: August 4, 2021



Tina Ernst